

**STEVEN W. MYHRE**  
Acting United States Attorney  
District of Nevada

MICHAEL A. HUMPHREYS  
Assistant United States Attorney  
501 Las Vegas Boulevard South, Suite 1100  
Las Vegas, Nevada 89101  
Telephone: 702-388-6336  
Facsimile: 702-388-6787  
Email: Michael.humphreys@usdoj.gov

*Attorneys for the United States of America.*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,  
Plaintiff,  
v.  
32,750.00 IN UNITED STATES  
CURRENCY,  
Defendant. )  
Case No: 2:13-CV-00344-RFB (VCF) )  
Stipulated Settlement Agreement for )  
Payment of Fees and Costs )

The United States of America, by and through Steven W. Myhre, Acting United States Attorney for the District of Nevada, and Michael A. Humphreys, Assistant United States Attorney, and Fabian Garcia, Sr. (Garcia Sr.), Fabian Garcia, Jr. (Garcia Jr.) (collectively the Claimants), and their counsel, John J. Leunig, stipulate and agree as follows:

## **STIPULATIONS**

1. On July 25, 2013, the United States of America filed its complaint for forfeiture against \$32,750.00 seized from Garcia Jr. on March 2, 2013. Garcia Jr. (the driver) and Garcia Sr. (not on the scene of the stop) filed claims alleging that the currency belonged to Garcia Sr., and that it was derived from a legitimate source.

1           2. At the conclusion of discovery, the Claimants filed a motion to suppress evidence,  
2 which was granted by the District Court on July 28, 2016. Pursuant to that court order, and  
3 waiving appeal, the Government has agreed to conclude the case by returning the seized  
4 currency to the Claimants.

5       3. In addition, pursuant to 28, U.S.C. § 2465(b)(1), the parties have agreed to resolve  
6 their differences regarding the Government's statutorily-imposed obligation to compensate the  
7 Claimants for their claimants' attorneys' fees and associated litigation costs as specified by, and  
8 limited to, the terms and conditions below:

## **AGREEMENT**

10        1. The United States agrees to a one-time, lump-sum payment, to the Claimants or their  
11 attorneys, of one hundred and fifteen thousand (\$115,000.00) dollars, in resolution of any and all  
12 constitutional, legal and/or equitable claims, demands, interest, penalties and any and all  
13 circumstances of compensation for the payment of Claimants' professional fees and costs as  
14 relates to, and limited by, the legal, factual and equitable claims raised by the issues of the  
15 above-captioned lawsuit.

16        2. Claimants knowingly and voluntarily acknowledge, understand, and agree that (a)  
17 federal law requires the Department of the United States Treasury and other disbursing officials  
18 to offset federal payments to collect delinquent tax and non-tax debts owed to the United States  
19 and to individual states (including past-due child support); (b) if an offset occurs to the payment  
20 to be made pursuant to this agreement, they will receive a notification from the Department of  
21 the United States Treasury at the last address provided by them to the governmental agency or  
22 entity to whom the offset payment is made; (c) if they believe the payment may be subject to an  
23 offset, they may contact the Treasury Department at 1-800-304-3107; (d) the terms of this  
24 settlement do not affect the tax obligations fines, penalties, or any other monetary obligations  
25 owed to the United States or an individual state; and (e) the exact sum delivered to their attorney.

26 | //

1 on behalf of them may well be a lesser sum, if the Treasury Offset Program reduces the amount  
2 in satisfaction of a debt obligation.

3       3. After the District Court has signed this Stipulated Settlement Agreement, within a  
4 practicable time thereafter, the United States agrees to deliver to the Claimants one payment of  
5 one hundred and fifteen thousand dollars (\$115,000.00), less any debt owed to the United States,  
6 any agency of the United States, or any debt in which the United States is authorized to collect,  
7 through their attorney. Claimants knowingly and voluntarily agree to fill out the Department of  
8 the United States Treasury Automated Clearing House ("ACH") form accurately and correctly  
9 and submit it to the United States Attorney's Office so that the payment of the money can be  
10 disbursed by electronic fund transfer to their attorney's client trust account.

11       4. Each party acknowledges and warrants that its execution of the Settlement  
12 Agreement is free and is voluntary.

13       5. This Stipulated Settlement Agreement contains the entire agreement between the  
14 parties.

15       6. Except as expressly stated in this Stipulated Settlement Agreement, no party, officer,  
16 agent, employee, representative, or attorney has made any statement or representation to any  
17 other party, person, or entity regarding any fact relied upon in entering into the Stipulated  
18 Settlement Agreement, and no party, officer, agent, employee, representative, or attorney relies  
19 on such statement or representation in executing this Stipulated Settlement Agreement.

20       7. The persons signing this Stipulated Settlement Agreement warrant and represent that  
21 they have full authority to execute this Stipulated Settlement Agreement and to bind the persons  
22 and/or entities, on whose behalf they are signing, to the terms of this Stipulated Settlement  
23 Agreement.

24       8. This Stipulated Settlement Agreement shall be construed and interpreted according to  
25 federal forfeiture law and federal common law. The jurisdiction and the venue for any dispute  
26 related to, and/or arising from, this Stipulated Settlement Agreement is the unofficial Southern

1 Division of the United States District Court for the District of Nevada, located in Las Vegas,  
2 Nevada.

3       9. This Stipulated Settlement Agreement shall not be construed more strictly against  
4 one party than against the other merely by virtue of the fact that it may have been prepared

5       ///

6       ///

7       ///

8       ///

9       ///

10      ///

11      ///

12      ///

13      ///

14      ///

15      ///

16      ///

17      ///

18      ///

19      ///

20      ///

21      ///

22      ///

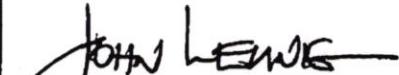
23      ///

24      ///

25      ///

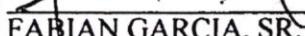
26      ///

1 primarily by counsel for one of the parties; it being recognized that both parties have contributed  
2 substantially and materially to the preparation of this Stipulated Settlement Agreement.

3   
4 JOHN J. LEUNIG

5 Counsel for CLAIMANTS

6 DATED: 09/15/17

7   
8 FABIAN GARCIA, SR.

9 Claimant

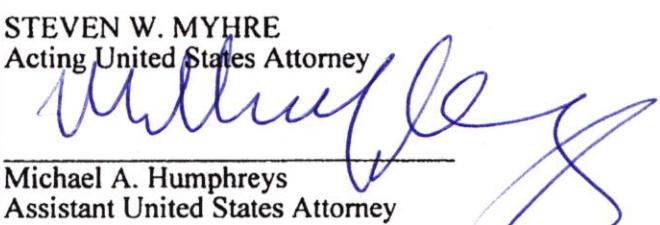
10 DATED: 9/15/17

11   
12 FABIAN GARCIA, JR.

13 Claimant

14 DATED: 9/15/17

15 STEVEN W. MYHRE  
16 Acting United States Attorney

17   
18 Michael A. Humphreys

19 Assistant United States Attorney

20 DATED: September 15, 2017

21 IT IS SO ORDERED:  
22

23   
24 RICHARD F. BOULWARE, II  
25 United States District Judge

26 DATED: September 22, 2017.